

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

BFI Waste Systems of North America,
LLC (dba Allied Waste Services)
9200 Glenoaks Blvd.
Sun Valley, California 91352

EPA ID No.: CAL000000999

Respondent.

Docket HWCA 2008-1678

CONSENT ORDER

Health and Safety Code
Section 25187

1. INTRODUCTION

1.1. Parties. The California Department of Toxic Substances Control (Department) and BFI Waste Systems of North America, LLC (dba Allied Waste Services) (Respondent) enter into this Consent Order (Order) and agree as follows:

1.2. Site. Respondent generates, handles, treats, stores, and/or disposes of hazardous waste at the following site: 9200 Glenoaks Blvd., Sun Valley, California (Site).

1.3. Inspection. The Department inspected the Site on June 26, 2007.

1.4. Authorization Status. Respondent does not have a state permit, certificate, registration, or interim status to manage hazardous waste, but has notified the Department of its intent to operate as a Cathode Ray Tube (CRT) material and Universal Waste Electronic Device (UWED) handler under the requirements provided in California Code of Regulations, title 22, division 4.5, chapter 23, related to the treatment of CRTs and UWEDs.

1.5. Jurisdiction. Health and Safety Code, section 25187, authorizes the Department to order action necessary to correct violations and to assess a penalty when the Department determines that any person has violated specified provisions of the Health and Safety Code or any permit, rule, regulation, standard, or requirement issued or adopted pursuant thereto.

1.6. Full Settlement. By their respective signatures below, the Parties, and each of them, agree that this Order, and all of the terms contained herein, are fair, reasonable, and in the public interest. This Order shall constitute a full satisfaction, compromise and settlement of the violations alleged below. The Department shall not take further enforcement action with respect to the violations described in section 2 of this Order, except to the extent such violations may be a basis for enhanced penalties in the event of further similar violations by Respondent. By agreeing to this Order, the Department does not waive any right to take further enforcement actions within its jurisdiction and involving either the Respondent(s) or the Site, except to the extent provided in this Order.

1.7. Hearing. Respondent waives any and all rights to a hearing in this matter.

1.8. Admissions. Respondent for purposes of this compromise and settlement does not contest the violations described below.

2. VIOLATIONS ALLEGED

2. The Department alleges the following violations:

2.1. Respondent violated California Code of Regulations, title 22, section 66273.83, subdivision (a)(1), in that on or about June 23, 2007, Respondent failed to contain any CRT materials in containers or packages that are structurally sound, adequate to prevent breakage, and compatible with the contents of the container.

2.2. Respondent violated California Code of Regulations, title 22, section 66273.84, in that on or about June 23, 2007, Respondent failed to label a designated area demarcated by boundaries where CRT's and CRT devices are accumulated.

2.3. Respondent violated California Code of Regulations, title 22, section 66273.86, subdivision (a), in that on or about June 23, 2007, Respondent failed to inform all employees who handle or have responsibility for managing CRT materials of the proper handling and emergency procedures.

3. SCHEDULE FOR COMPLIANCE

3.1. Respondent shall comply with the following:

3.1.1. Respondent has corrected the violations set forth above.

3.1.2. Respondent shall make all payments at the time(s) and in accord with any other conditions set forth in Section 5 (Penalty) below.

4. OTHER PROVISIONS

4.1. Liability. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Order. Notwithstanding compliance with the terms of this Order, Respondent may be required to take such further actions as are necessary to protect public health or welfare or the environment.

4.2. Penalties for Noncompliance. Failure to comply with the terms of this Order may subject Respondent to costs, penalties and/or damages, as provided by Health and Safety Code, section 25188, and other applicable provisions of law.

4.3. Parties Bound. This Order shall apply to and be binding upon Respondent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Order.

4.4. Captions and Headings. Captions and headings used herein are for convenience only and shall not be used in construing this Consent Order.

4.5. Severability. If any provision of this Consent Order is found by a court of competent jurisdiction to be illegal, invalid, unlawful, void or unenforceable, then such provision shall be enforced to the extent that it is not illegal, invalid, unlawful, void, or unenforceable, and the remainder of this Consent Order shall continue in full force and effect.

4.6. Entire Agreement. This Consent Order contains the entire and only understanding between the Parties regarding the subject matter contained herein and shall supercede any and all prior and/or contemporaneous oral or written negotiations, agreements, representations and understandings and may not be amended,

supplemented, or modified, except as provided in this Order. The Parties understand and agree that in entering into this Consent Order, the Parties are not relying on any representations not expressly contained in this Consent Order.

4.7. Counterparts. This Consent Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

5. PENALTY

5.1. Respondent shall pay the Department the total sum of \$14,000.00.

5.2. Payment of the total sum specified in paragraph 5.1 is due within 30 days from the effective date of this Order.

5.3. Respondent's check(s) shall be made payable to Department of Toxic Substances Control, shall identify the Respondent and Docket Number, as shown in the caption of this case, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check(s) shall be sent to:

Robert Kou
Enforcement and Emergency Response Program
Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, California 91311

and

James J. Grace
Senior Staff Counsel
Office of Legal Counsel
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200

5.4. If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code, section 25360.1, and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

6. EFFECTIVE DATE

6.1. The effective date of this Order is the date it is signed by the Department.

Dated: October 28, 2008

Original signed by James Ambroso
BFI Waste Systems of North America, LLC
(dba Allied Waste Services)
Respondent
BY:

Dated: December 1, 2008

Original signed by Robert Kou
Robert Kou
Department of Toxic Substances Control

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